

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**FORESTRY EMPLOYEES' AWARD - DEPARTMENT OF AGRICULTURE,  
FISHERIES AND FORESTRY 2012**

Following the Declaration of the General Ruling in the 2013 State Wage Case (matter numbers B/2013/30 and B/2013/36), the Forestry Employees' Award - Department of Agriculture, Fisheries and Forestry 2012 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Forestry Employees' Award - Department of Agriculture, Fisheries and Forestry 2012 as at 1 September 2013.

Dated 1 September 2013.

[L.S.] G.D. Savill  
Industrial Registrar

**FORESTRY EMPLOYEES' AWARD - DEPARTMENT OF AGRICULTURE,  
FISHERIES AND FORESTRY 2012**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Forestry Employees' Award - Department of Agriculture, Fisheries and Forestry 2012.

**1.2 Arrangement**

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### **1.3 Application of Award**

1.3.1 This Award applies to those employees of the Director-General, Department of Agriculture, Fisheries and Forestry whose rates of pay are fixed by this Award and to the Director-General, Department of Agriculture, Fisheries and Forestry as the employer in relation to such employees.

1.3.2 This Award does not apply to:

- (a) Employees engaged under the Queensland Public Service Award - State

(b) Employees engaged under the Engineering Award - State

(c) Employees specifically covered by any other Award of the Commission.

#### **1.4 Date of operation**

This Award takes effect from 25 July 2012.

#### **1.5 Definitions**

1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Assessment" means the process of collecting evidence and making judgements on whether competency has been achieved to confirm that the individual can perform to the standard expected in the workplace, or as expressed in the relevant industry/enterprise competency standards contained in the relevant endorsed National Industry Training Package, or the learning outcomes of an accredited course.

1.5.3 "Australian Qualifications Framework (AQF)" means the policy framework that defines all qualifications recognised nationally in post-compulsory education and training within Australia. The AQF comprises titles and guidelines, which define each qualification, together with principles and protocols covering articulation and issuance of qualifications and Statements of Attainment.

1.5.4 "Commission" means the Queensland Industrial Relations Commission.

1.5.5 "Forestry Worker" means an employee who is multi-skilled and competent in performing a range of routine tasks or functions under general supervision and who typically would not be required to possess technical or specialist skills or knowledge or a qualification with an outcome higher than AQF Level 3 for Wage Level 2. A Forestry Worker would typically span a new entrant in the forestry sector up to an experienced worker who builds on their levels of skill and knowledge over a 5 year period. Additionally, it would include an inexperienced plant operator i.e. with less than one year's cumulative experience.

1.5.6 "Ganger" and/or "Overseer" means a person who has been authorised by the employer to act and take a leadership role on its behalf in the management, supervision, implementation and application of a diverse range of projects and routine activities. Four levels of supervision are recognised (Ganger, Overseer's Grades 2 and 1 and Principal Overseer) depending and based on an increasing level of responsibility they are authorised to exercise.

Without limiting the meaning of its application, the Ganger or Overseer would typically be responsible for the following activities and functions:

- project management of a diverse variety of routine and complex projects and activities including management of human, financial and physical resources where appropriate;
- interaction with customers including problem solving where appropriate;
- ensuring on site compliance with a variety of statutes, employer policies including Workplace Health and Safety requirements, Guidelines and Procedures and Local Laws;
- performance management including taking initial action over diminished work performance, and
- interaction with various levels of Gangers and Overseers and/or senior management.

A Ganger will typically lead and supervise a small Work Team (generally less than 10 employees) on small projects or activities of a routine or cyclical nature where the work is clearly specified and well defined in its requirements.

Overseer - Grade 2 will typically lead and supervise either a large Work Team (generally more than 10 employees) on small projects or activities of a routine or cyclical nature, or a small Work Team on projects or activities of a complex nature where the work is typically highly variable and intricate in nature, may not always be clearly specified and requires a high level of interpretation and therefore individual responsibility to meet requirements.

Overseer - Grade 1 will typically co-ordinate and supervise Ganger and Overseer Grade 2 activities on projects or activities of a complex nature where the work is typically highly variable and intricate in nature, may not always be clearly specified and requires a high level of interpretation, co-ordination and therefore individual responsibility to meet requirements.

Principal Overseer will typically manage and supervise a number of other Gangers and Overseers Grades 2 and 1 on projects or activities of a complex nature and is generally responsible for the overall implementation of on-site activities.

The work is typically highly variable and intricate in nature, may not always be clearly specified and requires a high level of specialised skills and knowledge, interpretation and therefore individual responsibility to meet requirements.

Responsibilities at this level will reflect the size and complexity of agency operations and will normally entail significant input and interaction with senior staff into on-site policy development and implementation including the allocation of resources within constraints imposed by senior management.

- 1.5.7 "Nursery Worker" means an employee, other than a Forestry Worker as defined, who is engaged to perform a range of duties most of which are routine and predictable under regular supervision in plant nurseries.
- 1.5.8 "Points" means the points assigned to an employee who successfully completes units or elements of competence within a qualification, non-accredited course or other accredited training that may lead to the issue of a Statement of Attainment, qualification or other form of recognition. The formula used may evolve over time but has a foundation where the value of points is determined through a consultative process involving the industrial parties typically in an enterprise bargaining or other similar industrial exercise.

The determination process will involve consideration of the complexity and effort required to achieve the competency where one point is equivalent to 10 hours of time nominally assigned from the unit/s or element/s of competence undertaken.

A minimum of 12 points (or 120 hours) of additional training must be completed before an employee can be assessed as having met the progression requirements for Wage Level 4 and an additional 12 points for progression to Wage Level 5 of this classification structure.

The points system is designed to identify and quantify different levels of multi-skilling and knowledge possessed by Specialist Forestry Workers typically employed in Wage Levels 3, 4 and 5.

The parties will develop a competency menu/library which shall be used to record the details of relevant competencies and the points value that has been agreed for that competency. This will require the establishment of a suitable sub-group which shall include appropriate workforce representatives as nominated and agreed to by the industrial parties. The menu/library shall be used as a resource for the purposes of determining the number of points an employee can claim toward a re-classification outcome, based on the competencies required and used.

- 1.5.9 "Recognition of Prior Learning (RPL)" means recognition of competence currently held, regardless of how, when or where the learning occurred. Under National Industry Training Package guidelines RPL is one of the pathways available to prove a person's competence. Competence can be determined through any combination of formal or informal training and education, work experience or general life experience. In order to grant RPL, the assessor must be confident that the candidate is currently competent against the industry or enterprise competency standards specified in the relevant endorsed National Industry Training Package or outcomes specified for accredited courses. This evidence may take a variety of forms and could include certification, references from past employers, testimonials from clients, work samples and/or practical assessment. The assessor must ensure that the evidence is authentic, valid, reliable, current and sufficient.
- 1.5.10 "Registered Training Organisation" means an organisation recognised within the meaning of the *Vocational Education, Training and Employment Act 2000* or its successor that is registered to deliver training and issue qualifications.
- 1.5.11 "Skills based classification structure" means a structure and process that provides opportunities for employees to advance within a career path and be financially rewarded and recognised for the skills and qualifications they possess and are required to use on a regular basis consistent with the employer's business needs.
- 1.5.12 "Specialist Forestry Worker" means an employee other than a Ganger or Overseer, who is competent in performing a range of specialist tasks or functions under limited supervision over and above those normally performed by a Forestry Worker. A Specialist Forestry Worker may typically be required to possess a variety of operator's tickets or licenses or other qualification/s including skills and competencies higher than AQF Level 3 outcome which are relevant to their area of speciality. The employee would typically possess a high degree of technical knowledge and ability and be able to apply this technical knowledge and ability to their particular fields of work and speciality.
- 1.5.13 "Specialty fields" means, without limiting the application of this meaning, a Specialist Forestry Worker who may be engaged on a number of specialist fields such as:

- plant operators using a variety of equipment with more than 1 year's experience;
- survey and site design;
- fire management at training level 2 and above;
- forest mensuration;
- operating geographical Global Positioning Systems (GPS);
- any other area of operation or function considered to carry a level of responsibility, skill or knowledge over and above a Specialist Forestry Worker as defined at Wage Level 3 e.g. Plant Instructor, Chainsaw Instructor or Safety Rehabilitation Officer.

1.5.14 "Statement of attainment" means a certificate recognising that a person has one or more of the learning outcomes identified for a particular qualification or accredited course.

1.5.15 "Supervision" within the classification structure relates to the Ganger and Overseer wage levels and the increasing value or worth the employee is to the employer in terms of the degree of autonomy, decision-making, problem-solving application and responsibility of the employee as an individual or within a Work Team environment.

Four levels of supervision are recognised and are as follows:

Regular Supervision applies to a person who is a new entrant employee or who has limited experience and who:

- works under close direction using established routines, methods and procedures with little scope for deviating from these;
- is not required to provide more than basic judgement and application of basic problem solving skills; and
- usually operates within a Work Team with very limited autonomy.

Employees at this level would normally be remunerated at Wage Level 1.

General Supervision applies to a person who:

- receives general instructions usually covering only the broader technical aspects of the work; and
- may be subject to progress checks, but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- has their assignments and work reviewed on completion;
- although technically competent and well experienced, there may be occasions on which the person will receive more detailed instructions; and
- usually operates within a Work Team but may have specified areas of autonomy to perform a range of allocated activities and functions.

Employees at this level would normally be remunerated at Wage Level 2.

Limited Supervision applies to a person who:

- receives only limited instructions normally confined to a clear statement of objectives;
- has their work measured in terms of the achievement of stated objectives;
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work;
- operates with autonomy either individually or within a Work Team; and
- leads or supervises a Work Team.

Employees at this level would normally be remunerated at Wage Levels 3 and 4.

Remote Supervision applies to a person who:

- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts;

- develops and applies a number of strategic solutions to a range of unpredictable problems;
- identify, analyse and evaluate information from a variety of sources;
- identify and apply skill and knowledge to a wide variety of contexts with some depth in some areas;
- take responsibility for own outputs in relation to specified human resource standards; and
- provides strategic "hands on" management direction or co-ordination for a number of other Team Leaders usually on site.

Employees at this level would normally be remunerated at Wage Levels 5 and 6.

1.5.16 "Union" means The Australian Workers' Union of Employees, Queensland or the Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees.

1.5.17 "Work Team" means a group of employees who work as a crew, gang or team to plan and execute routine functions and maintenance tasks relevant to their employer's business. Work Teams are generally autonomous of direct managerial supervision and perform their tasks in a way that maximises productivity and multi-skilling.

## **1.6 Parties bound**

This Award is legally binding upon the employees as described in clause 1.3.1 and their employer, and upon the Unions and their Unions members.

## **1.7 Area of operation**

For the purposes of this Award, the Divisions and Districts are as follows -

### *1.7.1 Divisions*

- (a) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
- (b) Mackay Division - That portion of the State within the following boundaries. Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of each longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the east-coast, then by the sea-coast northerly to the point of commencement.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Division.

### *1.7.2 Districts*

- (a) Northern Division -
  - (i) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
  - (ii) Western District - The remainder of the Northern division.
- (b) Southern Division -
  - (i) Eastern District - That portion of the Southern division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.
  - (ii) Western District - The remainder of the Southern Division.

## **PART 2 - ENTERPRISE FLEXIBILITY**

### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life,

enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of Chapter 6 of the Act and is to have no force or effect until approval is given.

## **2.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the Union or the employer and the majority of employees affected, the following procedures will apply:

(a) Facilitative Award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the Union depending upon the particular Award provisions.

(b) Employees may be represented by their local Union delegate/s and will have the right to be represented by their local Union official/s.

(c) Facilitative Award provisions can only be implemented by agreement.

(d) In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.

(e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the Union depending upon the particular Award provisions.

(f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected will be consulted as a group. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues such concerns may be catered for on an individual basis subject to operational requirements.

(g) Any agreement reached must be documented, and will incorporate a review period.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Prevention and settlement of disputes**

3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.

3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures will apply:

(a) The matter is to be discussed by the employee's Union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;

(b) If the matter is not resolved as per clause 3.1.4(a), it will be referred by the Union representative and/or the employee/s to the appropriate management representative who will arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;

(c) If the matter remains unresolved it may be referred to the chief executive officer or nominee for discussion and appropriate action. This process should not exceed 14 days;

(d) If the matter is not resolved then it may be referred by either party to the Commission for conciliation.

3.1.5 Nothing contained in this procedure will prevent Unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

### **3.2 Employee grievance procedures**

3.2.1 The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.

3.2.2 This procedure applies to all industrial matters within the meaning of the Act.

3.2.3 Stage 1: In the first instance the employee will inform such employee's immediate supervisor of the existence of the grievance and they will attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's Union representative during the course of Stage 1.

3.2.4 Stage 2: If the grievance remains unresolved, the employee will refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.

3.2.5 Stage 3: If the grievance is still unresolved, the manager will advise the chief executive and the aggrieved employee may submit the matter in writing to the chief executive of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter will also be notified to the Union.

The chief executive will ensure that:

(a) The aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;

(b) The grievance will be investigated in a thorough, fair and impartial manner.

The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the Union in appointing an investigating employee. The appointed person will be other than the employee's supervisor or manager.

If the matter is notified to the Union, the investigating employee will consult with the Union during the course of the investigation. The chief executive will advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The chief executive may delegate such chief executive's grievance resolution powers under clause 3.2 to a nominated representative.

3.2.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1 Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure will not extend beyond 7 days.

Stage 2 Not to exceed 7 days.

Stage 3 Not to exceed 14 days.

3.2.7 If the grievance is not settled the matter will be referred to the Chief Executive of the Public Service Commission or the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.

3.2.8 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

3.2.9 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED**

## **ARRANGEMENTS**

### **4.1 Contract of employment**

At the point of engagement of each employee, the employer is to specify whether the engagement is on a full-time, part-time, specified term or casual basis and whether any other conditions such as probation apply.

### **4.2 Part-time employment**

4.2.1 An employer may employ part-time employees in any classification in this Award.

4.2.2 A part-time employee is one who:

- (a) Has been engaged to work regular hours each week in accordance with clause 4.1; and
- (b) Works ordinary daily working hours continuously inclusive or exclusive of meal times according to operational requirements; and
- (c) Is employed to work not less than 17 hours per week and not more than 32 ordinary hours per week; and
- (d) Receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

4.2.3 At the time of engagement, the employer and the employee will agree on the number of ordinary hours to be worked per week. The agreed number of ordinary hours per week may only be amended by mutual agreement.

4.2.4 All time worked outside of the ordinary hours of work as mutually arranged in accordance with clause 4.2.3 will be overtime and paid at the relevant rates prescribed in the Award.

4.2.5 The spread of ordinary working hours for a part-time employee are the same as those prescribed for a full-time employee under this Award.

4.2.6 The public holiday provisions of the Award will apply to:

- (a) Part-time employees with payment only to be made for hours actually worked; and
- (b) A part-time employee who usually works on a day of the week on which a public holiday falls and who is not required to work on that day will be paid for the hours which would otherwise have been worked on that day.

4.2.7 All other provisions of the Award relevant to full-time employees will apply to part-time employees.

### **4.3 Casual employees**

#### *4.3.1 Definition*

A casual employee is an employee, other than a part-time employee, who is engaged by the hour to work less than the ordinary weekly working hours of a full-time employee.

#### *4.3.2 Rate of Pay*

A casual employee is paid 23% in addition to the ordinary hourly Award rate of pay for the class of work upon which the employee is engaged.

- (a) Each daily engagement stands alone and a minimum payment of 2 hours' work is to be made in respect to each engagement; and
- (b) A casual employee is entitled to the provisions of overtime, weekend penalty rates, payment for work performed on public holidays, meal breaks, rest pauses and payment of any applicable Award allowances.
- (c) Except in accordance with clauses 4.3.2(a) and 4.3.2 (b), a casual employee is not entitled to any other Award payment.

### **4.4 Specified term employees**

A specified term employee may be either:

- (a) A full-time or part-time employee (other than a casual) who is employed for a specified period of time or for a specified task or tasks; and

(b) Is entitled to the same Award provisions as a full-time employee, excluding the provisions of clause 4.7.

#### **4.5 Labour flexibility and incidental and peripheral tasks**

- 4.5.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill and competency, consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling.
- 4.5.2 All directions issued by the employer are to be consistent with the employer's responsibilities to provide a safe and healthy working environment, in accordance with the *Work Health and Safety Act 2011 and Workplace Health and Safety Regulation 2011*.
- 4.5.3 The parties to this Award are committed to co-operating positively to increasing the efficiency, productivity, and competitiveness of the employer, and to enhance the career opportunities and job security of its employees.
- 4.5.4 The parties agree in principle that the Award skill level definitions and agreed classification structures will be more suitable for the needs of the employer, generally more broadly based, more truly reflective of the different skill levels of the tasks now performed, and which will incorporate the ability for an employee to perform a wider range of duties where appropriate, e.g. plant operating. This ability is limited to the extent of their training, accreditation and licensing requirements.

#### **4.6 Anti-discrimination**

- 4.6.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) Discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or relation to, a person identified on the basis of the above attributes.
  - (b) Sexual harassment; and,
  - (c) Racial and religious vilification.
- 4.6.2 Accordingly in fulfilling their obligations under the prevention and settlement of disputes clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.6.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.6.4 Nothing in clause 4.6 is to be taken to affect:
- (a) Any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (b) An employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

#### **4.7 Termination of employment**

##### *4.7.1 Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

##### *4.7.2 Termination by employer*

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.
- (f) The employer is not to offset notice of termination against any period of annual leave or part thereof.

#### 4.7.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one weeks pay.

#### 4.7.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### **4.8 Introduction of changes**

#### 4.8.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## 4.9 Redundancy

The provisions of clause 4.9 will not apply to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Minister responsible for industrial relations pursuant to s. 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to clause 4.9.

### 4.9.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### 4.9.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

### 4.9.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

### 4.9.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.9.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.9.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.9.10 *Employees with less than one year's service*

Clause 4.9 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.9.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer that employs employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

#### 4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.9.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **4.10 Continuity of Service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Career path progression and classification criteria**

#### *5.1.1 Career path progression*

The objective of clause 5.1 is to establish a generic framework of wages and conditions for new and existing employees based on the recognition of merit, relevant industry skills and experience, responsibility and/or possession of qualifications.

It is acknowledged by the parties that the outcome of the FEA classification review (when finalised) should be regarded as the first phase of a 3 phase process.

It is acknowledged that Phase 2 will be managed through enterprise bargaining where the industrial parties will develop a criteria and process for the implementation of a recognition system to measure and reward genuine multi-skilling and/or employment in specialty fields such that individuals can progress.

Phase 3 is acknowledged as a continual improvement initiative where the industrial parties meet from time to time to evaluate and adjust the structure and the supporting arrangements as required. This may include accommodating recommendations made by the sub-group that manages and maintains the competency menu/library.

Implicit in career path progression is the existence of a suitable vacancy based on the needs of the organisation to which the employee can be appointed or successfully apply for promotion and that progression is based on work performance rather than tenure.

As a matter of principle, the employer is committed to promotion on the basis of merit that is consistent with equal employment opportunity and affirmative action requirements.

Professional development is not compulsory and will be undertaken in either the employee's or employer's time depending on the circumstances. This is to promote a culture of learning in line with the employer's commitment to training that may utilise nationally accredited qualifications. Specific in-house training programmes that are compulsory, e.g. induction, fire management, chainsaw operations, various levels of Ganger and Overseer, would be undertaken in the employer's time.

To progress to a higher classification level, an employee must be able to demonstrate a competent level of work performance for that classification level. Award classification levels may also be supplemented by employer performance management programmes outlined in staff induction manuals, staff handbooks, policy and procedure manuals or other like documents that shall be adhered to at all times:

Provided further that no employee shall be disadvantaged in their average ordinary earnings as the result of the introduction of this classification structure.

#### 5.1.2 *Classification criteria and supporting principles*

##### (a) Classification process

The employer shall determine an employee's classification relevant to a particular Wage Level in the Award through the following process:

- (i) An analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position, which may require a position description to be written for each position. Such an analysis shall be consistent with the occupational analysis and supporting competency registry developed by workers in conjunction with various independent experts and the industrial parties that underpins this classification structure.
- (ii) Each position is classified by reference to the classification criteria in accordance with clause 5.1.6.
- (iii) Employees are notified in writing of their appointment to a position.

##### (b) Classification criteria

Classification criteria as outlined in clause 5.1.6 are guidelines to determine the appropriate classification level under the Award and consist of:

- (i) relativities for each Wage Level;
- (ii) isolated characteristics that should not be used to justify the classification of a position;
- (iii) a transition guide that refers to award classification titles from previous Award classifications;
- (iv) indicative duties that represent where the majority of the employee's duties are located (i.e. it is not mandatory that an employee performs every duty in a Wage Level and where it is acknowledged that some duties are only relevant for certain sectors of the employer's business);
- (v) indicative experience and/or qualifications; and
- (vi) indicative levels of responsibility.

##### (c) Guide to classification

The characteristics nominated above are the principal guide of classification to a particular Wage Level as they are designed to indicate the level of basic knowledge, comprehension of issues, procedures required, the level of autonomy, accountability, supervision or training involved with the position.

##### (d) Characteristics of Wage Levels

The characteristics of a Wage Level must be read as a whole to gain an understanding of the position and the performance requirement. Isolated characteristics should not be used to justify the classification of a position. The key issue to be analysed in properly classifying an employee is the level of initiative, responsibility/accountability, competency and generalist and/or specialist skills that an employee is required to exercise in performing the employee's work within the parameters of the characteristics of the position.

(e) Attributes and skills for Wage Levels not exhaustive

The attributes and skills for each Wage Level are indicative of those required for each Wage Level. They are by no means an exhaustive list of the skills, attributes, duties or tasks included in each position within each Wage Level and employees may be expected to carry out additional duties or tasks as requested, which require skills that are not listed. Additionally individual Position Descriptions may be developed to supplement these broad attributes.

(f) Employees deemed to have skills and/or qualifications

It should be noted that some typical duties/skills will appear at more than one Wage Level. This acknowledges that skill acquisition is based on a building process that commences from simply undertaking and/or performing a task through a range of supervising, co-ordinating and managing activities. Because of this, the classification or re-classification of a position needs to be done by reference to the specific characteristics of the Wage Level. As an example, because an employee may be utilising a set of skills comprehended at a higher Wage Level than that to which the employee has been appointed, the employee assumes the level of qualification, initiative, accountability and competence envisaged by the characteristics of the higher Wage Level irrespective of whether the employee holds formal qualifications specified for that higher Wage Level.

(g) Skills required versus skills possessed

Payment for skills required in a particular position and used on a regular basis and not skills/qualifications possessed is an acknowledgement that some employees are over-qualified for the position in which they will be engaged.

(h) Employees' responsibilities

All employees will be required, in addition to their own tasks, to carry out tasks and responsibilities of employees at lower Wage Levels. All employees are required to observe the relevant legislative requirements as applied to their position, (for example the interpretation of various statutes that may be outlined in the employer's policy and procedure manuals). The ability to provide excellent customer service, where the customer may be external or internal, underpins all Wage Levels.

(i) When duties, tasks and specialist fields are not clearly classified

Where it is established that a particular set of tasks, specialist fields or duties are not clearly classified in this Award, the parties to the Award will meet to discuss the appropriate Wage Level and pay rates. Any dispute arising from this shall be followed in accordance with Part 3 of this Award.

(j) Classifying and recognising particular qualifications

It is recognised that training arrangements, multi-skilling and/or higher duties requirements and new technologies and the way in which work is performed will change over time and that many employees may possess overseas, interstate or other industry-related qualifications. It is agreed that the parties to this Award may require assistance from independent external bodies such as the Department of Education, Training and Employment and/or the ForestWorks (the forests and timber products industry skills council) and/or Centres of Excellence recognised within the *Vocational Education, Training and Employment Act 2000* or its successor for assistance. Thereafter a simple exchange of letters between the major respondents to the Award shall form the base for classifying and recognising particular qualifications.

(k) Multi-skilling process

Multi-skilling recognises employees working in non-traditional work areas and requires employees to perform duties and use skills that are not a part of their designated "core" trade or skills set. Higher skill levels may be beneficial to business operation and it is acknowledged employees should be remunerated according to the skills they are required to use. The re-classification process provides for wage levels to be determined according to skill levels within specialist fields with higher wages available to employees who are required to have and use the necessary competencies.

Employees who wish to progress through the classification structure may be required to up-skill and or cross-

skill to meet the requirements of higher classification levels. Skills may be acquired from a variety of occupational areas. The business needs of the enterprise shall determine the skills required beyond the scope of the existing trade qualifications.

Upon request by the employee, existing skills used by an employee and required by the employer that are not part of the employee's designated trade or skills set, shall be identified, acknowledged, assessed, and counted towards a re-classification.

The parties acknowledge that multi-skilling arrangements and processes may be expanded upon or varied in accordance with the outcome of bargaining that may result in a certified agreement.

(l) Employees seeking translation to a higher level

Employees seeking re-classification to a higher level must provide evidence to satisfy all or most of the principles stated above. Evidence would include assessment outcomes in the form of a qualification or statement of attainment issued by a Registered Training Organisation, RPL determinations or other methods or processes that the employer may develop consistent with human resource strategies.

Movement beyond classification level 2 will be based on recognition of skills-based progression or appointment on merit-based recruitment and selection process consistent with employer human relations strategies and business needs. Should the new and old classification levels and the employee's duties be essentially the same, there will be no requirement to advertise the position.

Any dispute arising from the operation of this clause shall be subject to clause 5.1.4.

Additional independent advice may also be sought from ForestWorks (the forests and timber products industry skills council) or the Department of Education, Training and Employment.

### 5.1.3 *Re-classification*

In seeking upward re-classification, employees will be required to demonstrate that they meet the requirements of the specific skill level in accordance with the criteria outlined in this Award and are required to carry out the duties at that level.

In seeking re-classification an employee shall establish that they are engaged on duties and possess associated competencies outside their normal role and that those competencies are required to be used by the employer. It is acknowledged that some additional competencies may be required to be used on an infrequent basis and that recognition of the use of these competencies shall be managed through a consultative process involving the industrial parties typically in an enterprise bargaining or other similar initiative.

### 5.1.4 *Classification disputes procedure*

It is recognised that from time to time disputes may arise as to the proper classification of a position or job to be filled by an employee. In the event of a dispute as to the proper classification or re-classification of a position or job the dispute settlement procedure contained in Part 3 of the Award shall apply:

Provided that the parties to the dispute may call upon people/organisations with technical/educational expertise (such as ForestWorks) and any other persons they believe would assist in the resolution of the dispute.

In any case, in determining the appropriate classification of a position or job to be filled by an employee, an employer will pay full regard to:

- the nature and skill requirements of the position to be filled;
- the skill level and certification of the employee;
- the experience and qualifications of the employee;
- relevant indicative tasks nominated in this new structure; and/or
- fields of work against which an employee is accredited.

Appropriate procedures will be established for testing the validity of an employee's claim for re-classification.

### 5.1.5 *Paypoint Increments*

Movement within Wage Levels 1 and 2 is based on meeting the following requirements:

- (a) Except in the case of an employee who is paid the prescribed basic salary on attaining the age of 21 years or in the case of a promotion, or transfer and promotion from one classification level to another, an increase is not to be made to the salary of any employee until:

- (i) In the case of a full-time employee, the employee has received a salary at a particular classification and paypoint for a period of 12 months.
- (ii) In the case of a part-time employee:
  - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
  - (B) the employee has worked 1,200 ordinary hours in such classification.
- (iii) In the case of a casual employee with 12 months' continuous service with the same employer:
  - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
  - (B) the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 5.1.5, continuous service for a casual employee ends if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract. Absences from work on public holidays do not break, or contribute to a break, in the continuity of service.

#### 5.1.6 *Classification levels and Award relativities*

Appointment to all levels other than Level 6 are merit-based, with promotion of existing Level 5 staff to Level 6 by way of progression based on satisfying certain criteria with respect to holding exceptional skills and capacity.

##### (a) **Wage Level 1** - Nursery Worker 87.5% - 90%

###### (i) Transition arrangements

This level incorporates the former FE 1 and FE 2 classification levels.

###### (ii) Indicative skills, knowledge, experience and/or qualifications

Although there is no mandatory qualification requirement for employees the indicative level of skill and knowledge required would be commensurate with FPI20105 Certificate II in Forest Growing and Management.

An employee at this Wage Level would typically be a new entrant to the nursery sector with a very basic understanding and knowledge of policies, procedures statutes, etc.

An employee at this Wage Level will normally not possess any qualifications and would remain at the 87.5% relativity for a period of 3 months' cumulative service before progressing to the 90% relativity.

###### (iii) Indicative duties

Employees at this level perform a defined range of activities most of which may be routine and predictable including but not limited to the following fields:

- site establishment and maintenance;
- breeding and propagation;
- tree growing and maintenance;
- grading and testing;
- warehouse and distribution;
- machinery and equipment;
- load handling;
- safety & quality processes;
- administration and business;
- occupational health and safety procedures.

###### (iv) Indicative level of responsibility

Employees at this level would require regular supervision as defined.

Nursery Workers may be appointed to higher classification levels in accordance with operational

requirements.

**(b) Wage Level 2 - Forestry Worker - 92.5% - 100%**

(i) Transition arrangements

This is a new classification level which combines the former FE 3, 4 and 4A with less than one year's experience classification levels.

(ii) Indicative skills, knowledge, experience and/or qualifications

An employee at this Wage Level would typically be an experienced nursery sector worker or a new entrant to the forestry sector or a plant operator with less than 1 year's experience. All employees (except the inexperienced plant operator) would gain 5 years or more of industry experience within this Wage Level with a basic understanding and knowledge of policies, procedures statutes, etc.

Possession of or skills reflecting an AQF 3 qualification. as required in FPI30105 Certificate III in Forest Growing and Management.

Progression throughout this Wage Level shall be based on the completion of cumulative periods of service as follows:

- |  |       |
|--|-------|
| • 1 <sup>st</sup> year of service                      | 92.5% |
| • 2 <sup>nd</sup> year of service                      | 95%   |
| • 3 <sup>rd</sup> and 4 <sup>th</sup> years of service | 97.5% |
| • 5 <sup>th</sup> year of service*                     | 100%  |

Plant operator with less than one year's experience.

\* Employees (other than plant operators) must provide evidence that their skills are equivalent to an AQF 3 qualification.

Evidence would include assessment outcomes in the form of a qualification or statement of attainment issued by a Registered Training Organisation, RPL determinations or other methods or processes that the employer may develop consistent with human resource strategies.

(iii) Indicative duties

Duties performed shall be of a broad nature consistent with those of a Forestry Worker as defined. Employees at this level perform a range of varied activities or knowledge application where there are clearly defined parameters.

Employees at this level undertake a variety of activities including but not limited to those fields associated with Wage Level 1 workers plus:

- operating plant and machinery;
- driving trucks;
- fire control;
- communications and relationships;
- planning and analysis.

(iv) Indicative level of responsibility

Employees at this level would require regular supervision (as defined) typically for the first 2 years' experience and general supervision (as defined) thereafter.

**(c) Wage Level 3 - Ganger, Specialist Forestry Worker, Experienced Plant Operator - 105%**

(i) Transition arrangements

This level incorporates the former FE 4A with more than one year's experience and FE5 classification levels.

(ii) Indicative skills, knowledge, experience and/or qualifications

An employee at this Wage Level would typically have sound industry experience and knowledge of policies, procedures statutes, etc. required for a:

- Ganger; or
- a Specialist Forestry Worker with less than 12 points; or
- a Plant Operator with more than 12 months' experience.

The significant degree of differences with this Wage Level and Wage Level 4 and above would include:

- the level of supervision;
- the number of specialist fields recognised;
- the number of points achieved relevant to the wage level.
- possession of or skills reflecting an AQF 3 qualification and progression towards an AQF 4 typically as required by FPI40105 Certificate IV in Forest Operations or higher qualification or other similar qualification as amended from time to time relevant to the employer.
- possession of units of competence at AQF 3 or equivalent course of instruction in disciplines such as:
  - supervision; and/or
  - front line management; and/or
  - leadership.

Appointment to this level is in accordance with the Employer's needs as determined by advertising from time to time.

(iii) Indicative duties

Activities performed shall be of a broad nature consistent with those of a Ganger, Specialist Forestry Worker, Experienced Plant Operator - 105% and shall include but not be limited to:

- Those fields associated with Level 2 Forestry Workers plus
  - harvesting operations;
  - training and assessment.

(iv) Indicative level of responsibility

Employees at this level would require limited supervision as defined.

(d) **Wage Level 4** - Overseer Grade 2, Specialist Forestry Worker (12 points) - 110%

(i) Transition Arrangements

This level incorporates the former FE 6 classification level.

(ii) Indicative skills, knowledge, experience and/or qualifications

An employee at this Wage Level would typically have sound industry experience and knowledge of policies, procedures statutes, etc. required for a:

- Overseer Grade 2; or
- a Specialist Forestry Worker with 12 points but less than 24 points.

The significant degree of differences with this Wage Level and Wage Level 5 and above would include:

- the level of supervision;
- the number of specialist fields recognised;
- the number of points achieved relevant to the Wage Level.
- possession of units of competence at AQF 3 or equivalent course of instruction in disciplines such as:
  - supervision; and/or
  - front line management; and/or
  - leadership.
- possession of or skills reflecting an AQF 3 qualification and progression towards an AQF 4 typically as required by FPI40105 Certificate IV in Forest Operations or higher qualification or other similar qualification as amended from time to time relevant to the employer.

Appointment to this level is in accordance with the Employer's needs as determined by advertising from time to time.

(iii) Indicative duties

Duties performed shall be of a broad nature consistent with those of an Overseer Grade 2 or other Specialist Forestry Worker including those activities required for a Level 3 Specialist Forestry Worker.

(iv) Indicative level of responsibility

Employees at this level would require limited supervision as defined.

(e) **Wage Level 5** - Overseer Grade 1, Specialist Forestry Worker (24 points) - 115%

(i) Transition arrangements

This level incorporates the former FE 7 classification level.

(ii) Indicative skills, knowledge, experience and/or qualifications

An employee at this Wage Level would typically have sound industry experience and knowledge of policies, procedures statutes, etc. required for a:

- Overseer - Grade 1; or
- a Specialist Forestry Worker with more than 24 points.

The significant degree of differences with this Wage Level and Wage Level 6 would be the overall level of responsibility.

Possession of or skills reflecting an AQF 4 qualification relevant to the employer.

Possession of units of competence at AQF 4 or equivalent in a qualification or course of instruction in disciplines such as:

- supervision; and/or
- front line management; and/or
- leadership.

Appointment to this level is in accordance with the Employer's needs as determined by advertising from time to time.

(iii) Indicative duties

Duties performed shall be of a broad nature consistent with those of an Overseer - Grade 1 or other Specialist Forestry Worker as outlined above.

(iv) Indicative level of responsibility

Employees at this level would require remote supervision as defined.

(f) **Wage Level 6** - Principal Overseer -130%

(i) Transition arrangements

This is a new classification level with no previous equivalent in the Award.

Employees who have completed at least 2 years' service as an Overseer Grade 1 may make application to progress to this level by addressing the following criteria:

A. Demonstrated technical expertise in **one or more** areas of a discipline as shown by:

- high level of accuracy and precision in undertaking procedures; **and either**
- examples of modifications to standard procedure and practices and contributions to the development of new techniques and methodologies; **or**
- technical contribution at a local level.

B. Possession of higher technical qualifications **or** developmental experience through attendance at

specialist seminars or in-service presentations relevant to the discipline.

C. Evidence of recognition by peers, industry or other client groups as shown by **one or more** of the following (activities used as evidence will vary with the discipline of the applicant):

- original in-service presentations;
- published papers;
- active involvement in conferences and seminars;
- consultancies;
- recognition as a resource person who collects, collates and imparts knowledge in a particular area;
- preparation of significant internal reports.

D. Demonstrated levels of performance and innovation through:

- a history of satisfactory performance; **and**
- demonstrated high levels of efficiency and effectiveness; **and**
- demonstrated high levels of efficiency and initiative.

(ii) Indicative skills, knowledge, experience and/or qualifications

- Possession of a relevant Diploma or equivalent
- Possession of units of competence/modules in a qualification or course of instruction in disciplines such as:
  - supervision; and/or
  - front line management; and/or
  - leadership.

An employee at this Wage Level would typically have very extensive industry experience and a very broad and extensive knowledge of policies, procedures statutes, etc. as defined for a Principal Overseer.

(iii) Indicative duties

Duties performed shall be of a broad nature consistent with those of a Principal Overseer.

(iv) Indicative level of responsibility

Employees at this level would require remote supervision as defined.

## 5.2 Wages

5.2.1 An employee's award rate of pay in the Southern Division, Eastern District for each Wage Level is set out below and is to be paid for all purposes of the Award.

Forestry Worker	AQF	Relativity	Total minimum rate per week \$
Level 1*			
First 3 months' service		87.5%	686.20
Thereafter		90%	696.60
Level 2**	3		
1 <sup>st</sup> year of service		92.5%	707.10
2 <sup>nd</sup> year of service		95%	717.80
3 <sup>rd</sup> and 4 <sup>th</sup> year of service		97.5%	728.70
5 <sup>th</sup> year of service***		100%	741.50
Level 3	3	105%	767.30
Level 4	3	110%	790.00
Level 5	4	115%	810.60
Level 6	5	130%	881.10

\* All service of existing employees will be recognised for the purpose of translation to paypoint levels in the proposed

structure, e.g. a former classification level FE 4 existing employee with 6 years and 4 months service will translate to Wage Level 2 at the 100% rate.

\*\* An increase to paypoint increment for part-time or casual employees shall occur after at least 12 months' service and 1,200 ordinary hours having been performed at that particular paypoint.

\*\*\* Plant operators with less than one year's experience.

- (a) The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2013 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

- (b) Overaward Payment - "Overaward" payment is defined as the amount which an employee would receive in excess of the minimum Award wage as prescribed in this Award for the classification in which such employee is engaged which applied immediately prior to the date of operation of this amendment.

This definition excludes overtime, penalty rates, expense related allowances, industry allowances, disability allowances, vacation allowances, special rates or allowances, responsibility allowances, or any other ancillary payments of a like nature described by this Award.

- (c) The percentage relativities column relates to percentages applying before the application of the arbitrated safety net adjustment made in accordance with the February 1994 Review of Wage Fixing Principles.

#### 5.2.2 *Divisional and district parities*

In addition to the rates of wages set out in this Award the following amounts will be paid to employees employed in the following Divisions and Districts:

	Per day
	\$
Northern Division, Eastern District	0.21
Northern Division, Western District	0.65
Mackay Division	0.18
Southern Division, Western District	0.21

### 5.3 **Higher duties payment**

Employees temporarily called upon to perform all, or a substantial part of a position at a higher level within Levels FE2 to FE5, will, subject to certification by the employee's supervisor, attract a pay rate applicable to the higher level. Employees must have undertaken work at the higher level for a minimum of one working day.

Employees temporarily called upon to perform all, or a substantial part of a position at a higher level within Levels FE6 or FE7, will, subject to certification by the employee's supervisor, attract a pay rate applicable to the higher level. Employees must have undertaken work at the higher level for a minimum of 3 working days.

### 5.4 **Payment of wages**

5.4.1 Wages may be paid either weekly or fortnightly and may at the discretion of the employer be paid by electronic funds transfer.

#### 5.4.2 *Key principles*

- (a) Payment is determined by the skill level of the role, not the tasks undertaken. Therefore, payment does not automatically vary when particular tasks or new tasks are performed. Employees will on occasion perform work of a similar nature and because of the different skill levels required, attract different classification rates. This principle adheres to the concepts of competency based remuneration and payment for skills required.
- (b) An employee's work role will be outlined in a position description. The position descriptions will be graded against the generic role and skill standards as specified in the classification structure.

- (c) All employees will be attached to position descriptions. This will be either on an individual or group basis, dependent on the nature of the role and the business needs.

#### 5.4.3 *Appointment process*

Employees are attached to position descriptions through an appointment selection process when vacancies occur or new roles are created. Employees are selected in accordance with the provisions outlined in the *Public Service Act 2008*. Competency assessment will form part of an agreed skill evaluation process when appointments are being determined.

#### 5.4.4 *Classification process*

Where work is restructured to meet business needs or operations expanded into new areas, position descriptions will be created and graded according to the Award classification standards. The position descriptions will detail the role context and the specific competencies required of employees at the Divisional or Unit level of the organisation.

### 5.5 **Allowances**

#### 5.5.1 *Disability allowance*

All employees working in the open and thereby being subject to adverse conditions such as working in isolated and undeveloped locations, exposure to heat, cold, wind, wetness, dust, mud, dirty conditions, and lack of amenities are to be paid an allowance at the rate of \$28.20 per week which will be treated as part of the ordinary weekly wage for the purposes of this Award.

#### 5.5.2 *Special allowance*

In addition to the wage rates prescribed in this Award all employees will be paid a special allowance of \$29.70 per week which is to be treated as part of the ordinary weekly wage for the purposes of this Award.

Such allowance recognises factors specific to the forestry industry including working in burnt-off areas, climbing trees, working from ladders, handling and distributing fertilisers, working in water, operating of and planting from planting machines, and stacking burnt logs.

#### 5.5.3 *First-aid allowance*

An employee holding a current certificate in first-aid issued by the Queensland Ambulance Service or equivalent qualification who is appointed in writing by the employer to perform first-aid duties will be paid an allowance of \$15.20 per week in addition to the ordinary rate of pay.

This allowance is only payable where the employee is appointed for 3 days or more in any week.

#### 5.5.4 *Employees using their own vehicle*

Employees required to use their own vehicle in the course of their employment are to be paid an allowance at the rate of 50.0 cents per kilometre for the actual distance travelled.

#### 5.5.5 *Live sewer work*

- (a) Employees who on any day are required to remove or release blockages in septic lines and/or toilet connections will be paid for not less than 4 hours at the rate of time and a-half.
- (b) Clause 5.5. 1 Disability allowance do not apply to employees engaged on live sewer work.

#### 5.5.6 *Wet conditions*

- (a) All time lost through wet weather will be paid for, provided employees turn up at work and hold themselves in readiness. The supervising officer, under whose direction the employees are working, is to decide whether or not it is too wet to work.

When employees are prevented by wet weather from following their usual avocation, unless the employees are willing to perform during such wet weather any work the employer may direct them to do they will not be entitled to payment for such time lost.

- (b) Work in the rain - Where practicable suitable water proof clothing will be supplied by the employer to the employees who are required to work in the rain.

Despite the above provisions, if in the performance of work the employee gets their clothes wet, the employee will be paid double time for all work performed, and such payment will continue until the

employee is able to change into dry clothing or until that person ceases work, whichever is the earlier.

#### 5.5.7 Camp allowance/accommodation

- (a) Where for the performance of their work it is necessary for an employee to live in a camp provided by the employer either because there are no reasonable transport facilities to enable the employee to travel to and from home each day or because the employee is directed by the employer to live in such camp. The employee will be paid a camping allowance of \$13.80 for each day (including Saturday and Sunday) that the employee lives in camp.
- (b) When an employee lives in a camp during the week and returns home for a week-end or part of a week-end but is not absent from the job for any of the ordinary working hours, the employee will be paid camping allowance for 5 days.

An employee who returns home or is otherwise absent from camp for not more than 2 nights during such week and is not absent from the job will nevertheless be deemed to live in camp during the week and will be entitled to the allowance for 5 days.

- (c) The camp will be provided free of charge by the employer, with accommodation of a standard which is in accordance with the Camp Allowance/Accommodation provisions outlined in the Civil Construction, Operations and Maintenance General Award - State 2003.
- (d) Camp allowance in accordance with clause 5.5.7 will not be payable to those employees occupying barracks as their permanent place of residence.
- (e) Where employees claim payment of camp allowance, the following provisions will apply:
  - (i) The employee will provide the employer with the address of the employee's usual place of residence.
  - (ii) Documentary proof of address such as electoral roll registration, Local Authority rates notice, or driver's licence may be accepted by the employer as proof of the employee's usual place of residence.
  - (iii) The employer will have the right to make the final determination as to the payment of camp allowance in cases where an employee, claiming a separate place of residence, may not be genuine.
  - (iv) Any dispute arising out of the application of clause 5.5.7 will be dealt with in accordance with clause 3.2.

### 5.6 Superannuation

Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

### 5.7 Method of determining rate of pay for public holidays and time lost through wet weather or sickness

When one of the holidays outlined in clause 7.6 (Public holidays) of this Award falls on an employee's rostered ordinary work day, the rate of pay due to such employee for such holiday will be determined by the level of the position in which the employee was performing on the working day immediately before such public holiday, subject to clause 5.3. Therefore, if an employee engaged at Level 4 was performing a role at Level 5 in accordance with clause 5.3 on the working day before such holiday, the employee is to be paid for the holiday at Level 5 wage rate.

The rate of pay for an employee losing time through wet weather or sickness will be determined on the same principle.

## PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, AND WEEKEND WORK

### 6.1 Hours of work

6.1.1 Subject to clause 6.2 (Implementation of the 38 Hour Week), and subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 hours per week, to be worked on one of the following basis -

- (a) 38 hours within a cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or

(c) 114 hours within a work cycle not exceeding 21 consecutive days; or

(d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 The ordinary hours of work exclusive of meal times will not exceed 10 hours per day Monday to Sunday inclusive. Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned.

6.1.3 Except where otherwise provided, the daily spread of hours for employees will be worked between 6.00 a.m. and 6.00 p.m.. The daily spread of hours for employees engaged on work associated with visitor management and/or custodial duties will be 12 midnight to 12 midnight.

6.1.4 The ordinary starting and finishing times of various groups of employees or individual employees may be staggered provided that there is agreement between the employer and the majority of employees concerned.

6.1.5 Starting and finishing times may be altered to cater for the needs of the industry, including geographic, safety, climatic or traffic conditions by the employer with the agreement of the majority of employees concerned. Any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours were observed, provided that work is performed only during daylight hours.

6.1.6 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for starting and finishing work, including personal clean up, will be in the employee's time.

6.1.7 Each employee will be allowed 2 whole consecutive days off in each week: In lieu of 2 whole days off in each week an employee may be allowed in each fortnightly period either one day off in one week and 3 consecutive days off in the other week or 4 consecutive days off:

Provided further that 2 consecutive days off, one at the end of the week and one at the beginning of the following week may be counted as meeting the requirements of clause 6.1.7.

6.1.8 All ordinary hours of duty between midnight on Friday and midnight Saturday shall be paid for at one and a-half times the ordinary rate and between Saturday and midnight Sunday shall be paid for at the rate of time and three-quarters.

## **6.2 Implementation of the 38 hour week**

6.2.1 The 38 hour week will be implemented on one of the following basis, most suitable to each location, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

(a) By employees working less than 8 ordinary hours each day; or

(b) By employees working less than 8 ordinary hours on one or more days each work cycle; or

(c) By fixing one or more work days on which all employees will be off during a particular work cycle; or

(d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.2.2 Subject to clause 6.1.2 employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

6.2.3 Despite any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not unreasonably withheld by either party.

6.2.4 Different methods of implementation of the 38 hour week may apply to individual employees, groups or section of employees in each location concerned.

## **6.3 38 Hour week - Procedures for discussions**

6.3.1 The employer and all employees concerned in each establishment will consult over the most appropriate means of implementing and working a 38 hour week.

6.3.2 The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.3.

- 6.3.3 The outcome of such consultation will be recorded in writing.
- 6.3.4 Despite the consultative procedures outlined above, and regardless of any lack of agreement by employees, the employer will have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- 6.3.5 After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clause 6.3, including clause 6.3.4.

#### **6.4 Meal breaks**

- 6.4.1 All employees will be allowed a minimum of 30 minutes and a maximum of one hour for a meal break to be taken between the 4th and 6th hours from commencement of ordinary duty each day.
- 6.4.2 Any employee who is required to work during the ordinary meal times prescribed by this Award will be paid at the rate of double time until a meal break is taken.
- 6.4.3 Any employee who is required to commence work more than 2 hours before the ordinary commencing time will be allowed 30 minutes for breakfast in the employer's time provided the employee resumes work at the end of such half hour.
- 6.4.4 Any employee who is required to work for more than 2 hours after the ordinary ceasing time or for more than one hour's overtime continuing beyond 6.00 p.m., will be allowed in the employer's time one half hour for a meal after the expiration of the said 2 hours or one hour if after 6.00 p.m., and 45 minutes in the employer's time after each further 4 hours worked. Where an employee lives in camp, the employer will arrange for the transport of the employee's food from the camp to the place of employment as far as is practicable.
- 6.4.5 Any employee required to work overtime on a Saturday or Sunday or their equivalent beyond the 5th hour of such overtime, will be entitled to an unpaid meal break of 30 minutes.

Should the employee be required to continue such overtime beyond 9 hours such employee will be entitled to a further break of 30 minutes for which no deduction of pay will be made.

After each further 4 hours of overtime the employee will be entitled to a 45 minute break for which no deduction of pay will be made, provided that such employee is required to continue working thereafter.

- 6.4.6 An employee, having left the work depot, after the completion of ordinary hours and then recalled to duty to perform overtime is entitled to a paid meal break of 30 minutes after 4 hours overtime worked. After each further 4 hours overtime worked the employee will be entitled to a further break of 45 minutes for which no deduction of pay will be made, provided that such employee is required to continue working thereafter.
- 6.4.7 Each employee will be provided with a reasonable meal by the employer at the times mentioned in clauses 6.4.3, 6.4.4, 6.4.5 and 6.4.6 or will be paid the sum of \$12.10 in lieu of each meal.

Clause 6.4.7 will not apply to employees in respect to those times where the employee's food is transported by the employer from the camp to the place of employment.

The payment of the meal allowance referred to in clause 6.4.7 will not be payable to employees living in camp.

Where employees have provided themselves with meals because of receipt of notice to work overtime, they will, in the event of the work not being done or ceasing before the respective meal times, be paid an allowance of \$12.10 for each meal so provided.

#### **6.5 Rest pauses**

- 6.5.1 Where practicable every employee will be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses will be taken at such times as will not interfere with continuity of work where continuity is necessary.

The employer may determine that the rest pauses may be combined into one 20 minute rest pause, to be taken in the first part of the ordinary working day, with such 20 minutes rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

- 6.5.2 Except in times of emergency, the employer will provide boiling water for employees to enable them to make tea in the lunch hour and during morning and afternoon rest pauses, or in lieu thereof, the employer will provide to each employee a thermos flask which will remain the property of the employer.

## 6.6 Overtime

- 6.6.1 Except as otherwise provided all authorised overtime worked outside or in excess of ordinary hours on any day, will be deemed to be overtime and will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.6.2 All overtime worked on a Saturday or its equivalent will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.6.3 All overtime worked on a Sunday or its equivalent will be paid for at the rate of double time.
- 6.6.4 A minimum payment of 3 hours work will apply to all overtime worked on a Saturday or its equivalent or a Sunday or its equivalent. Such minimum payment will not apply where such overtime is performed immediately preceding and/or following ordinary hours of work.
- 6.6.5 An employee directed to work on a rostered day off, will be paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 3 hours work or payment thereof.
- 6.6.6 Overtime will be calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by an employee.
- 6.6.7 *Call back or recall to duty*

Where an employee is recalled to perform duty after completing the normal or prescribed hours or after completion of the rostered shift and having left the job site will be paid for a minimum of 4 hours work at the appropriate overtime rate for each time the employee is so recalled.

Except in the case of unforeseen circumstances the employee will not be required to work the full 4 hours if the job for which the employee has been recalled is completed within a shorter period; however should the employee be called out again within that 4 hour period, no further minimum payment will apply to that work which will be separately paid for at appropriate overtime rates.

Clause 6.6.7 will not apply in cases where it is customary for an employee to return to the job site out of hours to perform a specific task where standard overtime rates would apply.

Overtime worked in the circumstances specified in clause 6.6.7 will not be regarded as overtime for the purpose of clause 6.6.8 where actual work is less than 2 hours on such recall or on each of such recalls.

Where an employee is called out between midnight and 6.00 a.m., payment at the rate of double time will be made.

Clause 6.6.7 will not apply where the overtime is continuous (subject to prescribed meal breaks) with the completion or commencement of ordinary working hours, or where the overtime is continuous with a period during which an employee is required to remain in camp or report to a depot for the protection of departmental property or on fire standby duty.

## 6.6.8 *Rest period after performing overtime duty*

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that 10 consecutive hours off duty between those hours has not occurred will be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid double rates for such period until released from duty and will then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

An employee who works so much overtime that at least 10 consecutive hours off duty has not occurred during the 15 hours immediately preceding the ordinary commencing time on a Monday or its equivalent will be released after the completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence.

Clause 6.6.8 will not apply to an employee required to work overtime which commences within the period of 10 hours immediately preceding the ordinary commencing time on Monday or its equivalent and where the period of overtime worked is less than 5 hours.

Clause 6.6.8 will not apply to employees who reside or remain on or about their place of work and are required to perform duties on an intermittent basis.

#### 6.6.9 *Fire detention duty*

The following conditions will apply to fire detention/standby duty which means duty whereby employees are required to remain in camp or report to a depot for the protection of departmental property. Such employees will be required to perform work as directed unless excused from such work.

- (a) Any employee who is required to report to a depot outside ordinary rostered hours on a rostered day off, Saturday or its equivalent, Sunday or its equivalent, public holiday or on a Friday or its equivalent after the cessation of ordinary duty for the protection of Departmental property or on fire standby duty and who actually performs such duty will be paid in accordance with clauses 6.6.1, 6.6.2, 6.6.3 and 6.6.5.

The minimum payment for such time worked on a rostered day off, Saturday or its equivalent, Sunday or its equivalent, or public holiday will equate with 8 hours ordinary pay.

- (b) Where an employee is notified that such employee is required to report to a depot on a rostered day off, Saturday or its equivalent, Sunday or its equivalent, or public holiday for the protection of Departmental property or on fire standby duty and:
  - (i) Who is not notified of cancellation of such duty prior to leaving the depot the day before but is notified of such cancellation prior to leaving the employee's place of residence to attend for such duty will be paid a sum equal to 2 hours pay at the ordinary rate; or
  - (ii) Who attends at the depot for such duty but is notified of the cancellation of the duty before the notified time of commencement will be paid a sum equal to 4 hours pay at the ordinary rate.
- (c) Any employee instructed to remain in camp overnight on a rostered day off, Saturday or its equivalent, Sunday or its equivalent, public holiday, or after ordinary ceasing time on a Friday or its equivalent for the protection of Departmental property or on fire standby duty and who actually performs such duty will, in addition to the payments prescribed in clause 6.6.9, be paid for each such day as follows:

Friday or its equivalent	3 hours at the ordinary rate
Rostered day off	4 hours at the ordinary rate
Saturday or its equivalent	4 hours at the ordinary rate
Sunday or its equivalent	4 hours at the ordinary rate
Public holiday	4 hours at the ordinary rate

Where an employee has remained in camp overnight and detention duty is cancelled at any time prior to the notified time of commencement of duty on a rostered day off, Saturday or its equivalent, Sunday or its equivalent or public holiday, the employee will be paid an additional amount equal to 2 hours pay at the ordinary rate.

#### 6.6.10 *Overtime worked before a rostered day off*

An employee who works so much overtime that 10 consecutive hours off duty have not occurred immediately prior to the commencement of the employees scheduled rostered day off is entitled to have the rostered day off substituted for another day. Such substituted day may be taken at a time mutually convenient to the employer and the employee. In these circumstances the provisions of clause 6.6.8 are to apply.

#### 6.6.11 *For the purposes clause 6.6*

- (a) "Friday or its equivalent" means the last day of rostered ordinary hours prior to whole days off as prescribed by clause 6.1.7.
- (b) "Monday or its equivalent" means the 1st day of rostered ordinary hours immediately after whole days off as prescribed by clause 6.1.7.
- (c) "rostered day off" means the rostered day off on a day of the week which normally forms part of the employee's ordinary hours.
- (d) "Saturday or its equivalent" means the 1st and 3rd whole day off in each fortnightly period as prescribed by clause 6.1.7.
- (e) "Sunday or its equivalent" means the 2nd and 4th whole day off in each fortnightly period as prescribed by clause 6.1.7.

- (f) "Commencement of a rostered day off" means the time at which the employee would normally commence work on an ordinary day.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

- 7.1.1 (a) All full-time employees will accumulate 12.667 hours annual leave for each completed month of employment. The taking of accumulated annual leave will be on a basis mutually agreed to between the employer and the employee, however where mutual agreement is not reached, one month's notice will be given by the employer requiring an employee to commence annual leave.
- (b) Employees will have their annual leave entitlement debited by the number of ordinary working hours between Christmas Day and New Year's Day inclusive when not required to work due to a compulsory closure of Government establishments over the Christmas/New Year period.
- (c) Rostered day off arising from the implementation of the 38 hour week - An employee will not derive any additional benefit for rostered days off falling within a period of annual leave.
- (d) Annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.2) will be paid for by the employer in advance.

When taking annual leave employees are to be paid at the rate they are paid immediately prior to taking annual leave. If that rate is in excess of the amount prescribed in this Award, the employee is to be paid at the higher rate.

- (e) If the employment of any employee is terminated such employee is presumed to have taken from the date of termination of employment the balance of any accrued leave and will be paid in addition to all other sums due ordinary pay for the period of leave plus leave loading in accordance with clause 7.1.2 and for all public holidays that would occur during that period. Any period of employment of less than a month will be paid on a *pro rata* basis.
- 7.1.2 In respect to annual leave entitlements annual leave pay (including any proportionate payments) will be calculated as follows -
- (a) All employees - Subject to clause 7.1.2(b), in no case will the payment to an employee be less than the sum of the following amounts -
- (i) The employee's ordinary wage rate as prescribed by the Award for the period of such leave (excluding weekend penalty rates).
- (ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.2(a)(i).
- (b) Clause 7.1.2(a) will not apply to any period or periods of leave exceeding 152 hours per annum.
- 7.1.3 Except as otherwise provided, it will not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

### **7.2 Sick leave**

#### **7.2.1 Entitlement**

- (a) Sick leave (leave of absence on account of illness) on full pay will accumulate at the rate of 10 working days for each completed year of service and a proportionate amount for an incomplete year of service.
- (b) Leave may be taken for part of a day;
- (c) Entitlement to sick leave is conditional on the employee promptly notifying the employer of the employee's absence and of its expected duration.
- (d) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

The entitlements for sick leave are prescribed under the Sick Leave Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

#### **7.2.2 Absenteeism control measures**

- (a) Sick leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty.

It is an insurance to protect the employees and their families against hardship should they be unable to continue in their normal occupation and should be only so utilised.

- (b) This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of clause 7.2.
- (c) At the end of each 3 monthly period or such other period as presently applies the employer will review the sick leave records with a view to establishing a list of employees whose record of attendance gives cause for reasonable concern.
- (d) Any employee with an unsatisfactory record will be interviewed by the employer in the presence of the Union representative if the employee so requests. If the discussion with respect to the absences does not provide satisfactory reason for the absences, then a letter of warning is to be sent to the employee.
- (e) If no improvement is observed in the next period, the employee is to be again interviewed (as in clause 7.2.2(d)), and if the interview results in unsatisfactory reasons being given, then a second letter of warning is to be sent to the employee, also indicating proof of illness or a certificate may be required for any absence.
- (f) If the above action still results in unsatisfactory attendance at work then a final warning is to be given and if this is disregarded then good grounds will have been established for termination of employment.
- (g) The above procedure does not operate to withdraw the employers' right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

### **7.3 Long service leave**

Employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

After 7 years' continuous service employees are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years continuous service) in specified circumstances relating to the termination of employment and parental leave.

The entitlements to long service leave are prescribed under the Long Service Leave Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

### **7.4 Family leave**

The provisions of the Family Leave (Queensland Public Sector) Award - State 2012 (including carer's leave) apply.

The entitlements to family leave include:

- Maternity leave;
- Spousal leave;
- Adoption leave;
- Surrogacy leave;
- Part-time work;
- Carer's leave;
- Bereavement leave; and
- Cultural leave.

The entitlements for Paid Family Leave are prescribed under the Paid Parental Leave Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

### **7.5 Bereavement leave**

Employees are granted bereavement leave on full salary on the death of a member of the employee's immediate family or household:

- (a) 'Immediate family' includes:
- The employee's spouse;
  - A child, ex-nuptial child, step-child, adopted-child, ex-foster child of the employee;

- Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse;
- Step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

(b) 'Spouse' of an employee includes:

- A former spouse; and
- A *de facto* spouse, including a spouse of the same sex as the employee.

The entitlements for bereavement leave are prescribed under the Bereavement Leave Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

## 7.6 Public holidays

7.6.1 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.6.2 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

Employees may at their option receive time off equivalent to the number of hours worked with a minimum of half a working day in lieu of monetary compensation together with payment at half the ordinary rate for the time so worked with a minimum of 4 hours. Such time off in lieu will be taken with annual leave or be taken within 28 days of the day on which the employee worked.

### 7.6.3 Labour Day

All employees covered by this Award will be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under *The Holiday Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid for the time actually worked at one and a half times the ordinary rate prescribed for such work with a minimum of 4 hours.

Work performed on Labour Day outside the ordinary starting and finishing times will be paid for at double the overtime rate prescribed for an ordinary working day.

### 7.6.4 Annual show

All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under *The Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district will be paid for at the rate of double time and a half with a minimum of 4 hours.

Employees may at their option receive time off equivalent to the number of hours worked with a minimum of half a working day in lieu of monetary compensation together with payment at half the ordinary rate for the time so worked with a minimum of 4 hours. Provided further that such time off in lieu will be taken with annual leave or be taken within 28 days of the day on which the employee worked.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

No employee will be entitled to receive payment in accordance with clause 7.6.4 for work performed on such a day on more than one occasion in each calendar year.

### 7.6.5 Double time and a-half

For the purposes of clause 7.6, where the rate of wage is a weekly rate, "double time and a half" it will mean one and

one half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

#### 7.6.6 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

#### 7.6.7 *Substitution*

Where mutual agreement exists between the employer and the employee, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in this clause.

Where an employee is subsequently required to work on such substituted day, the employee will be paid the rate applicable for the holiday that has been substituted.

7.6.8 All employees (other than a casual) if rostered off on any public holiday will be paid an additional day's wage or by agreement between the employer and employee will be granted another day off in lieu, at a time to be mutually arranged between the employer and the employee concerned or an extra day to be taken with annual leave, for each such day on which the employee is rostered off.

For the purpose of clause 7.6.8 "rostered off" will mean rostered off on a day of the week which normally forms part of the employee's ordinary hours.

The terms "additional day's wage", "another day off" or "extra day" will mean:

For full-time employees, 7.6 hours at ordinary rates;

For part-time employees, the number of ordinary hours normally worked on the same day of the week on which the holiday falls.

7.6.9 All employees will be entitled to payment at ordinary rates for rostered ordinary hours to be worked on a public holiday referred to in clause 7.6.1 and 7.6.3 despite that work may not be required to be performed on such holiday.

#### 7.6.10 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each of the public holidays or a substituted day's leave;
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday;
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but it is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holidays or a substituted day's leave;
- (d) Where Christmas Day falls on a Saturday or Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) will be paid at the rate of double time if it is a Saturday and double time and a-quarter if it is a Sunday;
- (e) Nothing in clause 7.6.10 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### 7.7 **Special leave**

All employees (other than casuals) are entitled to the under mentioned provisions as set out in the Special Leave Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*;

- Floods, cyclones, bushfires, etc;
- Emergency management courses;
- Attendance at emergencies;
- Platelet etc donors;

- Blood donors;
- Pre-retirement seminars;
- Special leave without salary;
- Purchased leave;
- Election leave;
- Local government leave;
- Declared emergency situation or state of disaster; and
- Defence reserve forces leave.

## **7.8 Jury service**

All employees (other than casuals) will be entitled to special leave on full pay for the purpose of undertaking service as a juror in accordance with the Court Attendance and Jury Service Directive, as issued and amended by the Minister responsible for industrial relations from time to time.

## **7.9 Industrial relations education leave**

- 7.9.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- 7.9.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the chief executive (or delegated authority) of the agency, to attend industrial relations education sessions.
- 7.9.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the agency, the relevant Union and the employee.
- 7.9.4 Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and ACTU Congress.
- 7.9.5 The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave will not be unreasonably refused.
- 7.9.6 At the discretion of the chief executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their Union.

## **PART 8 - TRANSFERS TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **8.1 Travelling expenses**

Where employees are required to travel between their usual place of residence and a distant location, where they could not reasonably be expected to return to their place of residence overnight, such employees are to be paid travelling time at ordinary rates up to a maximum of 8 hours per day for time spent in travelling in excess of rostered ordinary hours.

### **8.2 Travelling time**

- 8.2.1 Employees who are obliged to live in camp will be paid travelling time both ways when the distance from the camp to the work is over 1.6 kilometres, but so that no travelling time will be paid in respect of the first 1.6 kilometres going to work or returning to camp:

Provided that the following time allowances will apply: Walking 13 minutes to the kilometre; by vehicle other than motor vehicle 6 minutes to the kilometre; by train or motor vehicle, 3 minutes to the kilometre. Travelling time as hereinbefore provided, outside of ordinary working hours, will be paid for at overtime rates.

For the purpose of clause 8.2.1, camp sites will be established or declared in respect of each gang.

- 8.2.2 Employees other than those living in camp who are required to work more than 5 kilometres from the depot to which they usually report will be transported by the employer from the depot to the job and return, and the actual time occupied in such travelling will be paid for at ordinary rates.

### **8.3 Work away from headquarters**

- 8.3.1 Where employees are required to work away from their designated headquarters at such a distance that they cannot reasonably return to their place of residence overnight, the employer will either:
- (a) Provide the employee with reasonable board and lodging; or
  - (b) Pay an allowance of \$390.20 per week of 7 days but such allowance is not to be treated as wages. In the case of broken parts of the week occurring whilst working away from headquarters, an allowance of \$55.80 per day is payable. However if the employee satisfies the employer that the employee has reasonably incurred a greater outlay than that prescribed reimbursement of the higher outlay will be made.
- 8.3.2 Where employees reside in Departmental barracks whilst working away from headquarters an allowance of \$390.20 per week of 7 days is payable, with absences of less than 7 days attracting an allowance of \$55.80 per day for each full day of 24 hours.
- For part of a day, the daily allowance will be broken into:
- Breakfast - \$10.20 where the employee has to leave headquarters before 7.00 a.m. and certifies that the expense of purchasing breakfast has been incurred.
- Lunch - \$10.25 where the employee cannot reach headquarters before 1.30 p.m. and certifies that the expense of purchasing lunch has been incurred.
- Dinner - \$19.40 where the employee cannot reach headquarters before 6.30 p.m. and certifies that the expense of purchasing dinner was necessary and subsequently incurred.
- Bed - \$15.95 where the employee supplies own linen.
- 8.3.3 Where an employee is required to be absent overnight to undertake relieving duties in a salaried position (e.g. Forest Ranger or Forester) at a centre other than the employee's designated headquarters, travelling allowances as prescribed in 8.3.1 are to apply. However, where expenditure for meals and accommodation exceed the above rates, reimbursement may be made for the cost of reasonable and necessary actual expenses incurred, with such receipts as required by the employer.
- 8.3.4 Where an employee is required to undertake relieving duties in a salaried position and is required to travel away from the relieving centre, payment for travelling allowances will be made in accordance with the relevant government Directive.
- 8.3.5 The work away from headquarters provisions do not apply to those employees permanently engaged on firebreak/road construction and maintenance for periods totalling more than 3 months per calendar year. In these circumstances the provisions of clause 5.5.7 (Camp allowance/accommodation) will apply.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training, learning and development**

The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to training and development is required.

Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills for performance of their duties.

Within the Department a consultative mechanism and procedures involving representatives of management, employees and the relevant Union will be established as determined by the employer having regard to the size, structure and needs of the Department.

Following consultation the employer will develop a training and development strategy consistent with:

- The current and future needs of the Department;
- The size, structure and nature of the operations of the Department;
- The need to develop vocational skills relevant to the Department through courses conducted wherever possible by accredited educational institutions and providers.

Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.

Learning and development provided should assist employees in obtaining knowledge and skills accredited by an

Industry Skills Council or other similar body.

All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed.

Employees will be expected to attend scheduled training and development activities.

Clause 9.1 will operate as an interim provision and will be subject to revision after 12 months operation.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Workplace health and safety**

#### *10.1.1 Responsibility*

The employer will at all times make available on site a copy or copies of the *Work Health and Safety Act 2011* and Regulations. Both the employer and employees will co-operate to promote a safe and healthy work environment and adopt safe work practices in accordance with the said legislation.

#### *10.1.2 Shelters*

A suitable tarpaulin or tent fly will be supplied and erected by the employer at a place convenient to the job wherein employees may rest or eat their midday meal or shelter from rain, so constructed as to prevent as far as possible, rain from entering therein.

#### *10.1.3 Accident and sickness*

If employees are injured seriously or fall seriously ill at their work, the employer will provide means of getting them to the nearest hospital free of cost to the employee.

#### *10.1.4 First-aid kits*

First-aid kits in suitable and secure cases will be provided at central positions on the works so as to be at all times readily available for the use of employees.

#### *10.1.5 Water containers*

Suitable water containers will be supplied by the employer to each gang together with a sufficient quantity of fresh and uncontaminated drinking water for the use of employees.

#### *10.1.6 Water bottles*

Employees whilst fighting fire will be provided with water bottles which may be attached to the wearer's belt.

#### *10.1.7 Shelter on vehicles*

All vehicles under the control of the employer, while engaged in carrying employees for duties relevant to their work will be equipped with adequate protection from all conditions of weather, or the employer will supply and erect on the vehicle a suitable waterproof covering.

The minimum standard of passenger accommodation on such vehicles will be:

##### (a) Seating

- (i) Sufficient seating to ensure that all employees carried may be seated;
- (ii) All seats will have backs, and such seats and backs will be padded;
- (iii) Seats will be securely anchored to the floor of the vehicle.

##### (b) Covering

- (i) Canopies or other covering will have reasonable window space, reasonable ventilation and be fitted with dust deflectors on the top rear of the canopies to reduce the entry of dust or some other system that will be at least equally as effective in reducing the entry of dust;
- (ii) The covering will be securely attached to the vehicle.

(c) Tools and equipment.

No tools or equipment will be carried in any vehicle transporting employees unless they be in a compartment properly separated from the passengers or otherwise secured so as to prevent movement.

#### 10.1.8 *Protective equipment*

Where necessary the employer will provide helmets, goggles, masks and earmuffs and such items of equipment will be worn by the employees.

Employees pruning trees will be supplied with suitable protective gloves.

The employer will provide suitable rubber gloves for the use of employees employed on such duties as disposing of camp garbage, servicing camp sanitary, bathroom or lavatory accommodation, and cleaning gully traps.

### **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

#### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

#### **11.1 Right of entry**

##### 11.1.1 *Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

##### 11.1.2 *Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

##### 11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to

the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) The employee's Award classification;
- (b) the employer's full name;
- (c) The name of the Award under which the employee is working;
- (d) The number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) Specific to Award either:
  - (i) A weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid; or
  - (ii) Piecework rates - details of the piecework performed and the rate at which payment is made to the employee;
- (f) The gross and net wages paid to the employee;
- (g) Details of any deductions made from the wages; and
- (h) Contributions made by the employer to a superannuation fund

11.2.2 The time and wages record must also contain:

- (a) The employee's full name and address;
- (b) The employee's date of birth;
- (c) Details of sick leave credited or approved, and sick leave payments to the employee;
- (d) The date when the employee became an employee of the employer;
- (e) If appropriate, the date when the employee ceased employment with the employer;
- (f) If a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Justice and Attorney-General, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.2.5 Consistent with the Attendance - Recording and Reporting Requirements (including Public Holidays) Directive,

as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*, a Chief Executive may specifically exempt those employees who have been, or who are a class of office from a system for recording starting and finishing times, meal breaks and absences from duty.

### **11.3 Award posting**

A true copy of this Award is to be exhibited in a conspicuous and convenient place on the premises of the employer so that it is easily accessible to employees.

### **11.4 Union encouragement**

11.4.1 The parties recognise the right of individuals to join a Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.

11.4.2 An application for Union membership and information on the relevant Union/s will be provided to all employees at the point of engagement.

11.4.3 Information on the relevant Union(s) will be included in induction materials.

11.4.4 Union representative(s) will be provided with the opportunity to discuss Union membership with new employees.

11.4.5 Where requested by public sector Unions, agencies and public sector units will provide payroll deduction facilities for Union subscriptions.

### **11.5 Union delegates**

11.5.1 The parties acknowledge the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.

11.5.2 Public sector employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

11.5.3 Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

11.5.4 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

### **11.6 Leave reserved list**

Leave is reserved for the parties to this Award to conduct further negotiations and/or seek arbitration of the following matters with the aim of modernising the Award.

- Finalisation of Classification Standards.
- Position Description Grading Process.
- Skill Evaluation Process.

By the Commission,  
[L.S.] G.D. SAVILL,  
Industrial Registrar.